



GENERAL TERMS AND CONDITIONS OF PURCHASE

1. ORDER FORMATION AND CONTENT

a. Purpose

This document (hereinafter referred to as the "GTCP") sets out the general terms and conditions of purchase applicable to Orders (hereinafter referred to as "Order(s)") concluded between ALSTEF GROUP or one of its subsidiaries (hereinafter referred to as the "Purchaser") and the Supplier (hereinafter referred to as the "Supplier") for the purchase by the Purchaser of goods (hereinafter referred to as the "Supply(ies)") and/or works and/or services of any kind (hereinafter referred to as the "Provision(s)").

b. Contractual documents

The Order consists of the following documents, listed in order of priority:

- the Order form;
- the special terms and conditions which specify the technical, commercial and administrative terms and conditions;
- these GTCP;
- any appendices to the Order form.

The Order constitutes the entire agreement between the Supplier and the Purchaser with respect to its subject matter (as defined in the Order form) and replaces all previous written or verbal documents and undertakings having the same subject matter. It can only be modified by means of an amendment signed by the Parties.

c. Effective date of the Order

Unless otherwise stipulated in the Order form, the Order shall come into force on the date of the Order.

Any commencement of fulfilment constitutes acceptance of the terms of the Order.

The Supplier must formally and without reservation acknowledge receipt of the Order within a maximum period of 8 (eight) days from notification of the Order by the Purchaser. The receipt by the Purchaser of this acknowledgement of receipt or the commencement of fulfilment of the Order shall be deemed to constitute full acceptance of the terms of the Order.

Upon expiry of this period or acceptance of the Order with reservation, authorises the Purchaser to cancel the Order without compensation for the Supplier.

d. Amendment

The Purchaser reserves the right to request changes to the Order at any time during its execution.

The Supplier undertakes to provide the Purchaser with a commercial and technical bid and within 10 (ten) working days at the latest.

The changes agreed between the Parties shall then be formalised by an amendment to the Order.

2. PRICE AND PAYMENT CONDITIONS

a. Price

The prices are stipulated in the Order and are firm, definitive, fixed and non-revisable. Prices are in euros and include all fees and taxes (excluding VAT). VAT is applied in accordance with the *Code Général des Impôts* (French General Tax Code).

If the Order includes a price revision clause, the price will be revised within the limits of the regulations in force.

Invoices will be issued in accordance with the terms and conditions of the Order and in accordance with the provisions of the *Code de commerce* (French Commercial Code) and

the *Code Général des Impôts* (French General Tax Code). In particular, invoices shall indicate the date on which payment must be made and the discount conditions in the event of payment at a date prior to that resulting from the terms of the Order.

b. Payment deadlines

In accordance with Article L.441 6 of the *Code de commerce* (French Commercial Code), the payment terms agreed between the parties may not exceed 60 days net, starting from the date of issue of the invoice, or by way of an exemption, 45 days end of month when this has been expressly stipulated.

Pursuant to Article L. 441 6 paragraph 12 of the *Code de commerce* (French Commercial Code) as amended by Law no. 2012 387 of 22 March 2012, any late payment shall automatically make the payment due from the first day following the payment date shown on the invoice:

1) late payment penalties

Late payment penalties will be determined by applying the refinancing rate of the European Central Bank plus ten points.

2) a fixed rate compensation for recovery costs, amounting to 40 euros.

This compensation is due pursuant to Article D. 441 5 of the *Code de commerce* (French Commercial Code). By virtue of the aforementioned article L. 441 6, when the recovery costs incurred are higher than the amount of this fixed rate compensation, the Supplier is also entitled to request justified additional compensation.

c. Taxes and levies

The Purchaser shall be entitled to deduct all taxes, general social security contributions and similar charges from the payments due to the Supplier under the Order if the Supplier fails to provide the Purchaser with the appropriate certificates of exemption from such deductions.

3. DEADLINES

a. Deadline

The deadlines stipulated in the Order are imperative and constitute a substantial condition of the Order. The Supplier shall be deemed to be in default of performance by the sole expiry of the term, without further formalities.

b. Delay

The Supplier shall immediately inform the Purchaser in writing of any foreseeable delay and shall take, at its expense, any additional measures necessary for the proper fulfilment of the Order.

In the event of the Supplier's delay in the execution of one or more of the milestones or in the delivery dates of the Order, the Purchaser shall be entitled to demand ipso jure a penalty of 0.5% of the total amount of the Order for each calendar day of delay. Penalties may be deducted from the remaining sums due to the Supplier.

The application of these penalties does not exclude any other request for damages and neither does it release the Supplier from fulfilling its contractual obligations.

If the delay exceeds 3 weeks, the Purchaser reserves the right to call in a third party to execute the Order at the Supplier's expense. The Purchaser may also terminate the Order ipso jure and without formality, without prejudice to any damages and compensation that the Purchaser may claim as compensation for the non-fulfilment of the Order.

4. STUDY - INTELLECTUAL PROPERTY - ADVERTISING - PRIVACY POLICY

Each of the parties shall remain the owner of the prior knowledge it has used for the formation and execution of the Order.

a. Intellectual Property - Studies

The Purchaser is and shall remain the owner of the intellectual property and know-how relating to the projects, software, design plans and drawings, and technical documents of any kind given or sent to the Supplier, and may only be used by the Supplier for the purposes of fulfilment of the Order.

The Supplier guarantees the Purchaser against all claims from third parties concerning industrial or intellectual property rights that may be held on the delivered supply, and to indemnify it for all ensuing consequences, especially financial.

The Supplier shall not make offers or supply to third parties any parts made with the Purchaser's tools and equipment or from the Purchaser's models, plans, specifications or design data without the Purchaser's prior written consent.

No transfer of intellectual property rights may take place unless it has been the subject of a prior written contract between the parties.

b. Confidentiality

The parties reciprocally commit themselves to a general obligation of confidentiality concerning any confidential oral or written information, regardless of its nature and whatever the medium (discussion reports, plans, computerised data exchange, activities, facilities, projects, know-how, products, etc.) exchanged in connection with the preparation and performance of the contract except for information which is generally known to the public or which will become generally known other than through the fault or action of one of the parties.

Consequently, the parties undertake (i) to keep all confidential information strictly secret and, in particular, never to disclose or communicate, in any way whatsoever, directly or indirectly, all or part of the confidential information to any person whatsoever, without the prior written authorisation of the other party; (ii) not to use all or part of the confidential information for purposes or for an activity other than the fulfilment of the Order, and (iii) not to make copies or imitations of all or part of the confidential information.

The parties undertake to take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the Order and even after its expiry, and shall ensure that all their employees comply with this obligation. This obligation is a performance obligation. Any failure to comply with these confidentiality undertakings shall constitute a breach of the provisions of applicable domestic law as well as the rules arising from Directive 2016/943 of 8 June 2016 on the protection of know-how and undisclosed commercial information (business secrets), the provisions of which the Supplier and the Customer undertake to comply with.

c. Advertising

Under no circumstances and in no form may the Order give rise to direct or indirect advertising without written authorisation from the Purchaser. In the event of authorisation, the Supplier undertakes to comply with the forms of advertising and any other conditions imposed on it.

5. FULFILMENT OF THE ORDER - COMPLIANCE - CONTROL - RECEPTION

a. Fulfilment of the Order

Plans, documents, notices: The Supplier undertakes to supply within the time limits specified on the Order and in any event, at the latest on delivery of the Order: the plans, maintenance instructions, operating manuals, catalogue of spare parts necessary for studying, assembling, starting up and maintaining the supplies, including the information pertaining to the safety of persons and protecting property and the environment. The Supplier undertakes to transmit the applicable legal and technical information regarding the handling and treatment of waste produced from using or eliminating the supplies.

Progress: Until complete delivery, the Supplier shall provide the Purchaser with all the necessary information regarding progress in the form of schedules, state of progress, inspection reports at subcontractors' workshops. The Purchaser reserves the right to ask the Supplier for a copy of its Sub-orders in order to check their progress.

b. Compliance

The Supplies and/or Services must comply with the contractual requirements and be fit for the purpose for which they are intended. They must meet the usual quality criteria and comply with the standards and legislation in force. The Supplies and/or Services shall be delivered in a complete state of completion with all instructions, recommendations and other information necessary for their correct and safe use. Supplies and/or Services that do not meet all of the above requirements will be considered to be non-compliant.

If, for any reason whatsoever, the Supplier is not certain that the Supplies and/or Services to be supplied by it will meet any of the above requirements, it must promptly inform the Purchaser in writing before shipment, giving all necessary indications of the risks of non-compliance and the proposed measures. The Purchaser shall notify the Supplier in writing as soon as possible of its acceptance or rejection of the Supplier's proposals.

c. Checks

The Supplier shall set up a quality assurance plan, including permanent self-monitoring of the design and of the execution of all of its Supplies and/or Services in order to guarantee their compliance.

All the Supplies and/or Services supplied to the Purchaser must be subject to measures enabling full traceability to be ensured.

d. Acceptance

In the case of the provision of services, final acceptance is subject to the drawing up by the Purchaser of an acceptance report without reservations.

If a defect in the quality of the supply and/or service is found, the Purchaser may automatically refuse the Supplier's non-compliant supply and/or service within 60 days of delivery.

Notwithstanding any clause to the contrary, the Purchaser reserves the right to notify the Supplier at any time by any means in use (fax, email, etc.) of the poor performance or non-performance by the Supplier of its obligations, or of the loss, damage or non-compliance of the Supplies observed during unpacking or subsequent inspections, even if the corresponding invoices have been paid in full or in part.

The Purchaser may, at its option, request replacement or repair of the Supplies at the Supplier's expense, or the termination of the Order, without prejudice to any claim for damages and interest, following the Supplier's poor performance or non-performance of its obligations. It is specified that the administrative costs borne by the Purchaser must be reimbursed by the Supplier.

The Supplier shall remove, at its own expense, the rejected Supplies within eight (8) calendar days following notification of the rejection; after this period, the Purchaser may have the Supplies removed by any means at its convenience at the Supplier's expense and risk.

6. TRANSPORT - CUSTOMS

a. Marking

Each package or each item purchased "unpacked" shall bear a label or marking reproducing the references and markings stated in the Order.

b. Packaging

Fees for packaging, loading and stowage on wagons or trucks are included in the price, unless stipulated otherwise on the Order. In any event, the Supplier is responsible for these operations and shall adapt the packaging to transport, delivery and handling conditions while endeavouring to limit packaging waste disposal costs.

c. Shipment

The Supplies travel at the expense and risk:

- of the Supplier, if it carries out the shipping DAP
- of the Purchaser, in other cases, provided that no packaging, loading or stowing errors be attributable to the Supplier. Unless stipulated otherwise, the Supplier bears the cost of the loading operations. It undertakes to comply with the delivery procedures stated on the Order or to have them complied with. The shipping shall result in the Purchaser being provided with a detailed delivery note or packing list with the references stated in the Order, as well as the weight and volume information. The parcels must contain a copy of the delivery note.

Partial or advance deliveries may be made only with the Purchaser's agreement.

d. Loss or damage in transit

The Purchaser shall inform the Supplier of any loss or damage in transit within the following time limits:

- Shortages or damage must be reported within 7 days of the date of delivery of the consignment or part of the consignment shipped;
- Non-delivery of a complete shipment must be reported within 14 days of receipt by the Purchaser of the dispatch notice.

7. WARRANTY

Under the legal warranty, the Supplier guarantees the Purchaser against any hidden defect that may affect the Supplies and/or Services delivered, making them unfit for their use and purpose, under the conditions of common law.

By way of a contractual guarantee and without prejudice to the application of the legal provisions referred to above as well as the provisions of Article 14 "TERMINATION" below and unless a specific exemption is stipulated in the Order, the Supplier guarantees the Supplies and/or Services delivered against any design, manufacturing or material defects or against any operating defects in the Supplies and/or Services delivered, for a period of twenty-four (24) months from the date of their delivery. As a result, the Supplier shall, in particular, throughout this period, be obliged to ensure, at its own expense, the labour, repairs or replacements of defective Supplies or parts that may prove necessary. In the event of intervention, this warranty will recommence for the same duration for the repaired or replaced parts.

8. RETENTION OF OWNERSHIP - TRANSFER OF RSIK

Ownership of the Supplies and/or Services shall pass to the Purchaser on delivery or, if the transfer is to take place beforehand, from the time when at least 51% of the corresponding contract price has been paid to the Supplier.

The risks relating to the Supplies and/or Services delivered in accordance with the Order are transferred upon delivery.

The Supplies supplied by or belonging to the Purchaser and placed in the custody of the Supplier for any reason must be clearly marked and registered by the Supplier as the property of the Purchaser. The Supplier shall bear the risks associated therewith.

9. DANGEROUS GOODS

In the event that certain Supplies to be supplied under the Order contain dangerous substances or require special safety precautions to be taken in handling, transport, storage or use, the Supplier shall, before delivering them, provide the Purchaser with the necessary information in writing on the nature of these substances and the precautions to be taken. The Supplier shall ensure that prior to dispatch, appropriate instructions and warnings are highlighted and clearly indicated on the Supplies or securely attached to them and on the packaging in which they are placed.

In particular (but without this provision being exhaustive) the Supplier shall provide the Purchaser in writing with all information, instructions and warnings necessary to comply with the applicable legislative or regulatory provisions on health and safety and shall indemnify the Purchaser against all consequences, claims and costs that may result from the Supplier's failure to comply with this obligation.

10. ASSIGNMENT - SUBCONTRACTING

The Order shall not be assigned or subcontracted in its entirety by the Supplier. The Supplier shall only assign or subcontract parts of the Order with the prior written consent of the Purchaser. However, the aforementioned restriction shall not apply in the event of subcontracting of materials, minor elements or parts of the Order for which the subcontractor is named in the Order.

In any event, the Supplier shall be solely responsible for all services performed and supplies delivered by all of its subcontractors vis-à-vis the Purchaser for the fulfilment of this Order.

The Supplier undertakes to produce, at the Purchaser's request, a list of its Suppliers and subcontractors, specifying the origins and provenance of the equipment supplied.

11. INSURANCE

The Supplier and its subcontractors shall take out any insurance policy necessary for carrying out its activity, in particular for the Supplies and/or Services that it markets, with an insurance company that is known to be solvent and shall maintain it throughout the duration of its obligations in accordance herewith.

The Supplier shall produce, at the Purchaser's first request, any insurance certificate.

In the event of insufficient or non-existent cover, the Supplier shall remain solely responsible for compensating any loss suffered by the Purchaser and/or any third party. In any event, the Supplier may not invoke a lack of insurance, coverage, excess or exclusion or more generally any problem that may be contested by the insurer in case of damage to obtain a limitation of its liability.

12. LIABILITY

The Supplier shall fulfil the Order under its full and exclusive responsibility, and shall remain fully liable for the performance of the services entrusted to its subcontractors.

The Supplier shall be liable for all damage caused to the Purchaser or to any third party, whether such damage is caused by the Supplier or by persons and property under its authority or custody.

The Supplier shall be liable for all consequences, direct or indirect, of the losses and damage caused to the Purchaser as a result of the non-fulfilment or poor fulfilment of the Order.

13. FORCE MAJEURE - UNFORESEEN CIRCUMSTANCES

a. Force Majeure

Neither of the Parties to the contract may be held liable for its delay or failure to perform any of its obligations under the contract if such delay or failure is the direct or indirect effect of a case of force majeure.

Force majeure occurs when an event beyond the control of a party, which could not reasonably have been foreseen at the time of the conclusion of the Order and the effects of which cannot be avoided through appropriate and reasonable measures, prevents the performance of its obligation.

Each party shall inform the other party, without delay, of the occurrence of a case of force majeure of which it is aware and which, in its opinion, is likely to affect the fulfilment of the Order.

If the impediment is temporary, performance of the obligation shall be suspended unless the resulting delay justifies termination of the contract. If the duration of the impediment exceeds one month, the Parties shall consult each other to examine in good faith the progress of the contract. If the impediment is definitive, the contract shall be terminated, with the Supplier retaining the down payments made and being entitled to claim the costs incurred up to the date of occurrence of the event.

b. Contingency

The Supplier and the Purchaser declare that they exclude the provisions of Article 1195 of the *Code civil* (French Civil Code) at the time of the Order.

14. TERMINATION

Each of the parties shall be entitled to terminate the Order in the event of the other party's failure to comply with a formal notice that has remained without reply within a period of 30 days specifying the alleged failure and the desire to terminate under the terms of this article. However, the Purchaser and the Supplier shall make every effort, in a spirit of constructive collaboration, to mitigate the harmful consequences of this failure.

The Purchaser shall be automatically entitled to terminate the contract:

- if the Supplier fails to bring the alleged breach to an end within eight (8) days of receipt of a letter of formal notice sent by the Purchaser;
- by the mere written record of the alleged non-performance or failure if the consequences of such non-performance or failure are manifestly irremediable or highly prejudicial or if the alleged non-performance is the violation of a prohibition;
- if the Supplier becomes bankrupt, becomes insolvent, enters into a settlement agreement with its creditors, is assisted by an administrator or commissioner or is put into liquidation.

The Supplier shall be obliged to compensate the Purchaser for any damage due to its failures or infringements and shall in particular bear the additional costs incurred by the Purchaser for the completion of the Order by itself or by one or more other Suppliers.

Cancellation is without prejudice to any damages that the Purchaser reserves the right to claim.

The Purchaser may terminate the Order if there is a corresponding contract between the Purchaser and the end user and that contract is terminated. In this case the Purchaser shall, provided that it has fulfilled its contractual obligations, indemnify the Supplier for all costs legitimately incurred in the fulfilment of the Order until its termination and which the Supplier would otherwise have no means of recovering, it being understood that the Supplier shall take all necessary measures to minimise its losses and shall provide appropriate justification for them. The compensation shall under no circumstances exceed the amount of the Order.

15. WAIVER - ETHICS - LAW AND JURISDICTION

a. Waiver

The failure of either party to invoke any of these GTCP at any time shall not be construed as a waiver of its right to invoke them at a later date.

b. Ethics

The Supplier undertakes to respect the 10 Principles of the UN Global Compact. (https://www.globalcompact-france.org/images/bibliotheque_documentaire/Principes_du_travail.pdf)

c. Law and jurisdiction

This Order is subject to French law and any dispute shall fall within the jurisdiction of the Purchaser's registered office. The Purchaser may refer the matter to any competent court in the Supplier's country if the Supplier is established abroad.

The United Nations Convention on Contracts for the International Sale of Goods (or the Vienna Convention) of 11 April 1980 does not apply.